

Case No. A107100

**COURT OF APPEAL OF THE STATE OF CALIFORNIA  
FIRST APPELLATE DISTRICT, DIVISION FOUR**

CHURCH OF SCIENTOLOGY  
INTERNATIONAL, A California  
nonprofit religious corporation,

Plaintiff and Appellant,

vs.

GERALD ARMSTRONG, an  
Individual,

Defendant and Respondent.

Appeal Case No. A107100

[Consolidated with Case No.  
A107095]

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On Appeal from the Superior Court of the State of California  
County of Marin  
Honorable Lynn Duryee

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**RESPONDENT'S APPENDIX**

**VOLUME IV (Pages 256 - 303)**

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**Gerry Armstrong**  
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**FILED**

DEC 06 2004

Court of Appeal - 1st App. Dist.

DIANA HERBERT

By \_\_\_\_\_  
DEPUTY

On Appeal from the Superior Court of the State of California  
County of Marin  
Honorable Lynn Duryee

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**FILED**

MAR - 9 2004

JOHN P. MONTGOMERY,  
Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
BY: J. BARTOW, DEPUTY

GERRY ARMSTRONG  
#1-45950 Alexander Avenue  
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Canada  
[gerry@gerryarmstrong.org](mailto:gerry@gerryarmstrong.org)  
In Propria Persona

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN

CHURCH OF SCIENTOLOGY

INTERNATIONAL,

Plaintiff,

vs.

GERALD ARMSTRONG,

Defendant

Case No. CV 021632

**DECLARATION OF DEFENDANT GERRY  
ARMSTRONG IN SUPPORT OF  
OPPOSITION TO MOTION FOR  
SUMMARY JUDGMENT**

Date: March 16, 2004

Time: 0:900

Department: L

Trial date: April 9, 2004

I, Gerry Armstrong, declare:

1. I am the defendant in this case. Except for those facts stated on information and belief, I have personal knowledge of the facts herein, and could competently testify concerning these facts if required to do so.

2. Appended hereto as Exhibit A is a true and correct copy of my Complaint Report executed February 16, 2004 and filed with the Department of Justice Civil Rights Division. The Complaint Report identifies a number of U.S. Federal crimes being committed against me and others by the persons comprising the individual "parties," "releasees" or "beneficiaries" of the "contract" (Plaintiff's Exhibit A) that underlies this breach of contract case. The "contract" states that these individuals comprise every director, officer, employee, volunteer, agent, assign or lawyer of every Scientology corporation, organization or affiliated entity, which includes plaintiff Scientology corporation herein, and which are also "parties," "releasees" or "beneficiaries" of the subject "contract."



1           3. The criminal acts identified in the Complaint Report relate to and are in furtherance of  
2 a global, twenty-two year long, continuing violation of 18 U.S.C. §241, "Conspiracy Against Rights,"  
3 which states in pertinent part:

4           If two or more persons conspire to injure, oppress, threaten, or intimidate any person in  
5 any State, Territory, Commonwealth, Possession, or District in the free exercise or  
6 enjoyment of any right or privilege secured to him by the Constitution or laws of the  
7 United States, or because of his having so exercised the same;...

8           They shall be fined under this title or imprisoned not more than ten years, or both.

9           The subject "contract" is an instrument in and evidence of that criminal conspiracy, and all of the  
10 "beneficiaries'" efforts to enforce said "contract," including judicially using the Marin Superior Court,  
11 are unlawful acts in furtherance of said criminal conspiracy.

12           4. The Marin Superior Court, most particularly in the person of former Judge Gary W.  
13 Thomas unlawfully abetted the Scientology "beneficiaries'" 18 U.S.C. §241 conspiracy, including by  
14 granting to said Scientology "beneficiaries," a series of summary adjudication and summary judgment  
15 motions against me, by the signing of contempt orders against me for said Scientology "beneficiaries,"  
16 and by issuing warrants for my arrest on behalf of said Scientology "beneficiaries." These actions by  
17 Judge Thomas were not supported by logic, law, equity or justice and constitute a gross and ongoing  
18 violation of 18 U.S.C. §242, "Deprivation of Rights Under Color of Law," which states in pertinent part:

19           Whoever, under color of any law, statute, ordinance, regulation, or custom, willfully  
20 subjects any person in any State, Territory, Commonwealth, Possession, or District to the  
21 deprivation of any rights, privileges, or immunities secured or protected by the  
22 Constitution or laws of the United States, ... shall be fined under this title or imprisoned  
23 not more than one year, or both.

24           5. The rights and privileges secured to me by the U.S. Constitution and laws, which the  
25 Scientology beneficiaries, in violation of 18 U.S.C. §241, have conspired to injure, oppress, threaten,  
26 and intimidate me in the free exercise or enjoyment of, and the rights and privileges which Judge  
27 Thomas deprived me of, in violation of 18 U.S.C. §242, include, but are not limited to:



1 right to the free exercise of religion; right to freedom from slavery; right to freedom of speech; right to  
2 self-defense; right to freedom of association; right to due process; right to communicate with or petition  
3 government agencies; right to report crimes; litigant's privilege; doctor-patient privilege;  
4 clergyman-penitent privilege.

5           6. In December 1986, I was brought to sign the subject "contract" by threat from the  
6 persons and entities comprising the "contract's" Scientology-related "parties," "releasees" or  
7 "beneficiaries," hereinafter "beneficiaries," by fraud perpetrated by these "beneficiaries" against me, and  
8 by God Himself for His Purposes. I have detailed a great amount of the circumstances and events  
9 underlying and forming this duress, fraud and Divine Action in many sworn statements, including my  
10 Complaint Report to the Department of Justice Civil Rights Division, Exhibit A hereto, which I  
11 incorporate herein by reference.

12           7. Scientology founder L. Ron Hubbard ordered, and Scientologists accept as true, that  
13 there is a class of citizens called "Suppressive Persons or "SPs," who are the most evil people in the  
14 world, destructive, criminal, and deserving no mercy or rights. Hubbard called Scientology's policy for  
15 treatment of SPs "Fair Game," and provided examples and types of Fair Game to be applied to SPs in  
16 various policy letters or directives. E.g. in his policy letter "Penalties for Lower Conditions, Hubbard  
17 wrote:

18           ENEMY — SP Order. Fair game. May be deprived of property or injured by any means  
19 by any Scientologist without any discipline of the Scientologist. May be tricked, sued or  
20 lied to or destroyed.

21 Scientology declared me to be a "Suppressive Person" right after I left the organization in  
22 December 1981 and has considered me an SP and Fair Gamed me ever since. I have studied  
23 Scientology for thirty-five years and have acquired a great deal of knowledge of and experience  
24 in this field, particularly regarding the Suppressive Person Doctrine and the philosophy,  
25 methodologies and application of, and defense to Fair Game. Scientology is extremely wealthy,  
26 possessing an estimated billion dollars in liquid assets. Scientology is a global enterprise  
27 employing intelligence operators and operatives, private investigator thugs, high powered and  
28



low ethics attorneys, and thousands of aggressive mind controlled fanatics to carry out its attacks against people declared Suppressive Persons like me. Scientology has a history of criminality, publishes policies calling for crimes against people, and trains its personnel to implement and execute those policies.

8. Appended hereto is a true and correct copy of a policy letter written by Hubbard entitled "Battle Tactics," in which he wrote:

If you uniformly apply the tactics and strategy of battle to the rows we get into, press or legal or public confrontation, you will win.

...

But there are also wars of attrition. We are engaged in one where total destruction of us has been the enemy's aim for, at this writing, 19 years. This is barbarian warfare, thus the enemy must have had very positive fears and terrors about us. Since he fought for total attrition. In this case it is not safe to hope for any half way win. We must ourselves fight on a basis of total attrition of the enemy. So never get reasonable about him. Just go all the way in and obliterate him.

It is bad warfare to fight battles on your own terrain, in your own subject area. It is not good to fight in the territory of allies. Fight battles wherever possible only on enemy terrain, in and about his subject and his people, not ours. You can gauge your relative success by this. When all your battles are fought on his terrain, you are winning.

A good general expends the maximum of enemy troops and the minimum of his own. He makes the war costly to the enemy, not to himself.

One cuts off enemy communications, funds, connections. He deprives the enemy of political advantages, connections and power. He takes over enemy territory. He raids and harrasses.

...

Intelligence identifies targets and finds out enemy plans and purposes, enemy connections, dispositions, etc.

...

The prize is "public opinion" where press is concerned. The only safe public opinion to head for is they love us and are in a frenzy of hate against the enemy, this means standard wartime propaganda is what one is doing, complete with atrocity, war crimes trials, the lot. Know the mores of your public opinion, what they hate. That's the enemy. What they love. That's you.

You preserve the image or increase it of your own troops and degrade the image of the enemy to beast level.

...

Wars are composed of many battles.

Never treat a war like a skirmish. Treat all skirmishes like wars.



1 I studied this policy letter inside Scientology, and am familiar with its implementation inside and outside  
2 Scientology. The "enemy" Hubbard refers to and orders be attacked is the class of citizens that  
3 Scientology declares to be "Suppressive Persons" or "SPs." The kinds of attacks on SPs and their lives  
4 and livelihoods that Hubbard orders in this policy letter are forms of Fair Game; e.g., waging a war of  
5 total attrition on people, expending the maximum of these people, making the war costly on them,  
6 cutting off people's communications, funds and connections, depriving them of political advantages,  
7 connections and power, raiding and harassing them, turning public opinion into a frenzy of hate" against  
8 them, degrading these people's image to beast level, and going all the way in and obliterating them.  
9 This policy letter is claimed by Scientology to be "religious scripture," and must be obeyed by  
10 Scientology's members and agents.

13 9. The original policy letter "Battle Tactics" that I studied was published and distributed by  
14 Hubbard in 1969. Exhibit B hereto is a copy of this policy letter as it was reissued September 24, 1987,  
15 identical to the 1969 issue, except for the "updated distribution." This reissuance of Hubbard's policy  
16 letter that orders this ruthless fair game against Suppressive Persons, less than a year after Scientology's  
17 promise to end Fair Game forever in order to get Armstrong to sign the subject "contract," is clear  
18 evidence of the falseness of that promise.

21 10. Appended hereto as Exhibit C is a true and correct copy of a document entitled Office of  
22 Special Affairs Executive Directive 508R, Investigations Officer Full Hat Checksheet and dated 1991.  
23 This is a checksheet for a training course and manual for personnel in the Intelligence Bureau of the  
24 Office of Special Affairs or "OSA." OSA is the arm and operation in the global Scientology enterprise  
25 set up to deal with public relations, legal and intelligence matters. OSA and all of Scientology are run  
26 by one David Miscavige, who succeeded Hubbard as supreme director of the enterprise after Hubbard's  
27 death in 1986. This checksheet has been authenticated in a number of legal proceedings by a former  
28





1 broke into my car and stole my documents plus irreplaceable artwork, disseminated my confidential  
2 psychotherapy records, terrorized me now for twenty-two years, and subjected me to a vicious global  
3 black propaganda campaign. Scientology has waged a war of total attrition on me that continues to this  
4 day, and seeks to go all the way in and obliterate me, to expend me, to make Scientology's war costly on  
5 me, to cut off my communications, funds and connections, to deprive me of political advantages and  
6 power, and to raid and harass me. Scientology and those persons serving its malevolent purposes have  
7 pumped out a river of black propaganda to degrade my image to beast level, and to turn public opinion  
8 into a frenzy of hate against me. Appended hereto as Exhibit <sup>the</sup> D is a true and correct copy of Internet  
9 postings or excerpts from postings containing black propaganda on me that were made by Scientology  
10 agents or persons serving Scientology's purposes to the Usenet newsgroup alt.religion.scientology. This  
11 is <sup>the</sup> only part of such postings, and for economy and clarity I have deleted from these postings text that did  
12 not refer to me.

13  
14  
15  
16 13. At the time of the December 1986 "settlement," my attorney Michael Flynn told me  
17 that if I didn't sign Scientology's "contract," Scientology would continue to Fair Game me, Flynn and  
18 his family, the other Scientology victims that Flynn represented, and Fair Game anyone else Scientology  
19 wanted. I knew very well what Fair Game was, and understood very well the terrible threat Scientology  
20 was making. I have described this duress in my sworn Complaint Report, Ex. A, p. 37, para. 123

21 The burden of having to sign Scientology's onerous, indeed impossible, "contract" in  
22 order to have the organization stop its fair game attacks on my attorney and his family, on  
23 his clients, on my friends, on the rest of humanity, and on myself, was unbearable. In a  
24 strange flash of prescience while under this awful pressure, I saw the "contract" as an act  
25 of fair game and saw myself as Scientology's fair game target for years into the future,  
26 isolated and fair gamed by the very contract I was being told would end fair game forever  
– exactly as has happened. Relying on Flynn's representations that the "contract's"  
conditions that I found intolerable were "not worth the paper they're printed on," and  
having no choice but to sign, I submitted to the whole farce, which included playing my  
fool's role in Scientology's videotaping of the "contract" signing spectacle.

27 14. Flynn also communicated to me that if I signed Scientology's "contract" Scientology  
28 promised it would end Fair Game forever against me, Flynn, his family, clients, and everyone else in the



1 world. Immediately following my signing, however, Scientology continued to Fair Game me and Fair  
2 Games me to this day. Scientology's acts against me in execution of the Fair Game policy following my  
3 signing of the "contract" include, but are not limited to, distributing edited perverse versions of illegal,  
4 secretly made videotapes of me, filing sworn statements about me in legal proceedings falsely accusing  
5 me of crimes, threatening me on multiple occasions, filing false criminal charges against me, assaulting  
6 me on three occasions, carrying out a massive global black propaganda campaign against me, forging  
7 my signature to hate postings to the Internet, spying on me, more secret videotaping of me, terrorizing  
8 my friends and me on the freeway, terrorizing us with a phony bomb threat, obtaining unlawful court  
9 orders against me including the Marin Superior Court's summary adjudication and summary judgment  
10 orders, injunction, judgment, contempt orders, and arrest warrants, and by seeking "judicially" and  
11 extra-judicially to deprive me of my rights and privileges secured to me by the U.S. Constitution and  
12 laws.  
13  
14

15  
16 15. Had I been made aware that Scientology intended to and would continue to Fair  
17 Game me after I signed its "contract" I would never have signed. If I had been aware that the "contract"  
18 could possibly be interpreted by a sitting California Superior Court Judge to be a license to Scientology  
19 to Fair Game me, to assault, spy on, terrorize, black PR, frame, jail, war on and obliterate me, and  
20 punish me if I responded, I would also never have signed Scientology's "contract." In fact, when I  
21 objected to Flynn about the contract's conditions that on their face deprived me of certain basic rights  
22 and privileges, he assured me that those conditions were "not worth the paper they're printed on," that  
23 these conditions were "unenforceable," and that I couldn't "contract away [my] Constitutional rights."  
24 Unbeknownst to me at the time of the "settlement," Flynn entered into a "contract" with Scientology  
25 that according to Flynn requires that he not assist me in any way if Scientology Fair Games me, which  
26 Scientology has done. I believe that such a "contract" that prohibits an attorney from assisting his client  
27  
28



1 is unlawful, and is an act by Scientology in furtherance of its 18 U.S.C. 241 conspiracy to deprive me of  
2 my rights and privileges secured to me by the U.S. Constitution and laws. Also, because of Flynn's  
3 assurance that the "contract's" liquidated damages provision was not worth the paper it was printed on,  
4 there was absolutely no negotiation by me with Scientology, or even via Flynn with Scientology,  
5 regarding liquidated damages and no discussion whatsoever regarding their reasonableness. It was  
6 completely understood by me at the time of the settlement that the liquidated damages condition and  
7 amount were utterly unreasonable. I am certain that they are just as unreasonable today, and, I believe,  
8 even more unreasonable given the now obvious conclusion that this liquidated damages condition, its  
9 enforcement by Judge Thomas, and every way in which it has been used by Scientology against me and  
10 against others, constitute acts in furtherance of serious civil rights crimes.

13 16. Scientology claims, obviously, that every utterance by me that mentions Scientology  
14 or my thoughts about Scientology or any of the entities comprising the "beneficiaries" to the subject  
15 "contract" has a value of \$50,000.00. An utterance can be a minimal or negligible number of words, and  
16 only vaguely about these subjects. See, Scientology's list "ARMSTRONG BREACHES OF  
17 SETTLEMENT AGREEMENT" appended to its complaint, alleged breach no. 49, which Scientology  
18 describes as: "8 May 1999 Posting by Armstrong in which he guesses how much Dennis Erlich received  
19 in his settlement with the Church." In the newsgroup exchange, which Scientology claims has a value  
20 of \$50,000, I write: "I'll say \$1,500,000. That's my figure."

23 >Hahaha!!!! I am looking forward to that. We should make a betting pool.

24 >

>I bet that Dennis Erlich has received \$1,000,000.

25 I'll say \$1,500,000. That's my figure.

26 (c) Gerry Armstrong  
27  
28



1 In fact I wasn't guessing how much Dennis Erlich got from Scientology. It may have appeared to  
2 Scientology that way, but Scientology jumped to a wrong conclusion. The definition for Scientology's  
3 determination of utterances worth \$50,000.00 each is any number of words by me that appear to mention  
4 Scientology or my thoughts about Scientology or any of the entities comprising the "beneficiaries" to  
5 the subject "contract."

7 17. Since Scientology has affirmed and insisted that virtually any utterance by me that  
8 mentions Scientology or my thoughts about Scientology or any of the entities comprising the  
9 "beneficiaries" to the subject "contract is worth \$50,000.00, it obvious that Scientology cheated me  
10 when it claimed it purchased my right and ability to make such utterances. If my Usenet post stating  
11 "I'll say \$1,500,000. That's my figure." is worth \$50,000.00, then "I'll say \$1,500,001. That's my figure."  
12 is also worth \$50,000.00, as is "I'll say \$1,500,002. That's my figure." and "I'll say \$1,500,003. That's  
13 my figure." etc. I believe that I can generate utterances, orally and by computer and other  
14 communication media, that would have a value of trillions, or even quadrillions, or more dollars a day.  
15 Accepting Scientology's own monetary valuation of my utterances, the organization cheated me out of  
16 quintillions of dollars, or over a lifetime even sextillions of dollars, with its cruelly unfair peanuts  
17 "settlement" "payment." For Scientology to purchase my rights, ability and utterances that the  
18 organization claims it purchased, it would have to pay me what my potential utterances are worth,  
19 sextillions.  
20  
21  
22

23 18. The actual monetary damage caused to the Scientology "beneficiaries" by my  
24 utterances is quite obviously zero. Scientology has never produced one shred of evidence to support its  
25 necessarily claimed no triable issue as to the reasonableness of the liquidated damages condition and  
26 amount at the time of the December 1986 "settlement." There could be no such evidence, obviously,  
27 because there could be no other monetary figure than zero damages that can reasonably be equated with  
28



1 any or all of these utterances. Scientology lawyer Wilson admits as much in an exchange between us in  
2 1996, true and correct copies of the communications in which are appended hereto as Exhibit **B**. On  
3 October 7, 1996, I wrote by e-mail to all the Council Members of the Los Angeles City Council  
4 concerning the decision to rename an LA street "L. Ron Hubbard Way." On October 23 Mr. Wilson  
5 wrote me threatening that my letter to the LA City Council constituted a violation of the Thomas  
6 injunction. On November 7/11 I wrote back to Mr. Wilson, and on December 11 he sent me a letter  
7 stating "the impact of [my] letter was negligible at best, more likely nil. Pursuit of further remedy thus is  
8 unnecessary." It is clearly impossible to explain logically how a four page letter e-mailed to all the LA  
9 City Council Members, along with the twenty-seven page Decision in Scientology v. Armstrong, LA  
10 Superior Court Case No. C 420153, has a value of "negligible at best, more likely nil," and my  
11 minuscule comment that is virtually unrelated to Scientology "I'll say \$1,500,000. That's my figure." is  
12 worth \$50,000.00. The LA Court Decision, a true and correct copy of which is appended hereto as  
13 Exhibit F, and which was affirmed on appeal, condemns Fair Game and Scientology's Fair Game  
14 attacks on me and others.

15  
16  
17  
18 19. There is a triable issue as to the conditions and relationship existing between  
19 Scientology and me at the time of the "settlement," which conditions and relationship must be examined  
20 by the trier of fact. At the time of the "settlement," Scientology was a billion dollar enterprise, whereas  
21 I had no money whatsoever and no bargaining power. Scientology had hundreds of lawyers. My lawyer  
22 had been compromised by Scientology to the point that he was pressuring me on Scientology's behalf to  
23 sign the "contract" to have Fair Game end against him and his family, assuring me that Scientology  
24 would end Fair Game forever if signed, and also insisting that the liquidated damages condition was not  
25 worth the paper it's printed on. Scientology also linked the liquidated damages condition to all the other  
26  
27  
28



1 “contractual” conditions by which Scientology unlawfully sought to deprive me of my rights and  
2 privileges secured to me by the U.S. Constitution and laws.

3  
4 20. Scientology states in its motion:

5 First, the validity and enforceability of the Agreement was aggressively  
6 contested by Armstrong through all possible legal process available to him in that matter.  
7 When judgment was decided against him on this issue, he sought reconsideration of it.  
8 When that was denied, he appealed. Thus, he had every opportunity and indeed, took all  
9 opportunities to litigate this issue. Motion 7:6-9.

10 Scientology, however, has unclean hands in this matter, having engineered the dismissal of my appeal  
11 by unlawful means and with the abetment of Marin Judge Gary Thomas.

12 21. On January 23, 1997 I was served with a subpoena for production of documents by  
13 defendant Grady Ward in the case of Religious Technology Center v. Ward, U.S. District Court for the  
14 Northern District of California, Case No. C-96-20207 RMW. A true and correct copy of the subpoena is  
15 appended hereto as Exhibit G. On January 24, 1997 I received a fax letter from attorney Wilson stating  
16 that the documents that Ward sought were “within the purview of the December 6, 1986 Settlement  
17 Agreement and, hence, the various interlocutory orders and judgment in [ ] Marin Superior Court No.  
18 157 680,” insisting that I refrain from producing the subpoenaed documents before a motion could be  
19 heard, and claiming that Scientology’s “contract” “requires no less.” A true and correct copy of  
20 Wilson’s letter is appended hereto as Exhibit H. I took this letter from Wilson, who did not advise Ward  
21 of what was happening, to be a threat and an improper tampering with a subpoenaed witness. I wrote a  
22 declaration, a true and correct copy of the relevant pages from which are appended hereto as Exhibit I,  
23 that I executed January 26, 1997 and sent to the U.S. District Court Judge presiding over the Ward case  
24 to advise him of the threat from Wilson.

25  
26 68. On January 23, 1997 I received in the mail from Grady Ward a  
27 subpoena, a true and correct copy of which is attached hereto as Exhibit T, for production  
28 of documents in his case.



1                   69. On January 24 I received from attorney Andrew H. Wilson a fax letter,  
2 a true and correct copy of which is attached hereto as Exhibit U, threatening prosecution  
3 in Armstrong IV if I provide documents to Mr. Ward pursuant to his subpoena. This letter  
4 is frightening to me, and supports why I am sending this declaration directly to the Court,  
5 and why the "settlement agreement" and the Thomas order are illegal. Mr. Ward does not  
6 have the time to wait for my testimony until Scientology's motion for protective order is  
7 heard before he must file this testimony. In my opinion, that is precisely why Mr. Wilson  
8 has sent his threat letter. Ex. I, 43:13-26.

9                   22. I left California at the end of January 1997 and traveled to Canada because of my  
10 discovery on the Internet of a submission from Scientology to the Internal Revenue Service in response  
11 to the IRS's Form 1023 Request, in which submission Scientology included several pages of black PR  
12 lies on me. While I was in Canada, and without notice to me of any kind, Scientology, represented by  
13 attorney Wilson, got Judge Thomas to sign an order of contempt, fining and jailing me for sending my  
14 declaration about the Wilson threat to the U.S. District Court Judge presiding over the Ward case. The  
15 Wilson threat letter and the order of contempt, jail and fine for reporting the threat against me to the  
16 Federal Judge constitute acts in violation of 18 U.S.C. §1512, "Tampering with a Witness, Victim, or an  
17 Informant," which states in pertinent part:

18                   (b) Whoever knowingly uses intimidation or physical force, threatens, or corruptly  
19 persuades another person, or attempts to do so, or engages in misleading conduct toward  
20 another person, with intent to -  
21                   (1) influence, delay, or prevent the testimony of any person in an official proceeding; (2)  
22 cause or induce any person to -  
23                   (A) withhold testimony, or withhold a record, document, or other object, from an official  
24 proceeding;  
25                   (B) alter, destroy, mutilate, or conceal an object with intent to impair the object's integrity  
26 or availability for use in an official proceeding;  
27                   (C) evade legal process summoning that person to appear as a witness, or to produce a  
28 record, document, or other object, in an official proceeding;  
                  or  
                  (D) be absent from an official proceeding to which such person has been summoned by  
                  legal process; or  
                  (3) hinder, delay, or prevent the communication to a law enforcement officer or judge of  
                  the United States of information relating to the commission or possible commission of a  
                  Federal offense or a violation of conditions of probation, parole, or release pending  
                  judicial proceedings;  
                  shall be fined under this title or imprisoned not more than ten years, or both.



1 ...

2 (e) For the purposes of this section -

3 (1) an official proceeding need not be pending or about to be instituted at the time of the  
4 offense; and

5 (2) the testimony, or the record, document, or other object need not be admissible in  
6 evidence or free of a claim of privilege.

7 It is obvious to me that Wilson knowingly used intimidation, threatened and corruptly attempted  
8 to persuade me, with intent to influence, delay and prevent my testimony in the official Ward  
9 proceeding. It is also obvious that not only did I have a right to report Wilson's threat by  
10 declaration to the Federal Judge presiding over the case in which the threat occurred, but that I  
11 had a duty to report this threat and federal felony, pursuant to 18 U.S.C. §4, "Misprision of  
12 Felony" which states:

13 Whoever, having knowledge of the actual commission of a felony cognizable by a court  
14 of the United States, conceals and does not as soon as possible make known the same to  
15 some judge or other person in civil or military authority under the United States, shall be  
16 fined under this title or imprisoned not more than three years, or both.

17 23. Since Judge Thomas unlawfully punished me for making known to the proper judge  
18 the Wilson threat and witness tampering, Judge Thomas's punishment of me constitutes an act depriving  
19 me of my rights and privileges secured to me by the U.S. Constitution and laws in violation of 18 U.S.C.  
20 §242. Nowhere in the contempt order that Judge Thomas signed, a true and correct copy of which is  
21 appended hereto as Exhibit J, is there any mention of Wilson's threat letter, which is what caused me to  
22 send my declaration to the judge on the Ward case. Assuming that Judge Thomas read my declaration  
23 and knew about Wilson's threat letter, it becomes obvious that the injunction that Judge Thomas is  
24 enforcing by signing Scientology's contempt order and the "contract" that the injunction enforces, have  
25 an unlawful purpose. According to Wilson and Judge Thomas, the "contract" and injunction prohibit  
26 me from reporting violations of U.S. Federal criminal statutes. If Judge Thomas did not read my  
27 declaration for which he punishes me for sending it to the U.S. District Court Judge, then by his willful  
28



1 dereliction of duty in signing Scientology's contempt order he acted to deprive me of my rights and  
2 privileges secured to me by the U.S. Constitution and laws in violation of 18 U.S.C. §242.

3           24. After getting Judge Thomas to sign the unlawful contempt order (Ex. J) Scientology  
4 then used this order to unlawfully get my appeal from the injunction and judgment of the Marin Superior  
5 Court dismissed. Using Judge Thomas's unlawful contempt order, attorney Wilson insisted, on behalf  
6 of Scientology, that I was not entitled to maintain my appeal because of the fugitive disentanglement  
7 doctrine. Scientology's and Wilson's engineering of the dismissal of my appeal constitutes a series of  
8 acts in furtherance of crimes under 18 U.S.C. §241.

9           25. I have pled in my answer to Scientology's complaint forty-four affirmative defenses.  
10 Wilson Decl. Ex B. Scientology did not file a demurrer or a motion to strike any of my defenses in this  
11 case. Scientology has not provided any evidence in its motion for summary judgment that there is no  
12 merit to all or any of my affirmative defenses, has not disposed of any or all of these defenses, or even  
13 identified the forty-four affirmative defenses for potential disposal.

14           26. I possess, have always possessed, and cannot lawfully but possess a right guaranteed  
15 by the First Amendment to the U.S. Constitution to the free exercise of religion that permits me to make  
16 and have made all of the utterances I have ever made about Scientology or the "beneficiaries." I have  
17 written about this right to freedom of religion, and necessarily this affirmative defense to Scientology's  
18 complaint, hundreds of times in hundreds of pages in different legal pleadings, declarations and other  
19 public statements. See, e.g., Answer, Forty-First Affirmative Defense, 77:1-82:8, Wilson Decl. Ex. B,  
20 Complaint Report, Armstrong Ex. A, 57:182-76:241. The only appearance of the word "religion" or  
21 "religious" in all of Scientology's motion, separate statement and Wilson declaration, is to identify the  
22 plaintiff as a "nonprofit religious corporation." Any mention of this whole monumental subject and  
23 dominating affirmative defense, and any mention of the Judge's having dealt with this subject and  
24



1 defense, is completely missing from Scientology's moving papers. In fact, Judge Thomas's refusal to  
2 deal with the religious issue and the free religious exercise defense, when these were squarely and  
3 voluminously before him in my oppositions to Scientology's earlier summary adjudication and summary  
4 judgment motions, is compelling evidence of judicial malfeasance.

6 27. All of the communications I have made that Scientology claims violate its "contract"  
7 (see Breaches list) and for which it seeks here by summary judgment \$10,050,000.00 and other  
8 monetary damages are my religious expression of my religious beliefs about a subject and entity that  
9 calls itself a religion. I made all of these listed utterances that comprise my religious expression of my  
10 religious beliefs after Judge Thomas gave Scientology its injunction and judgment, and these utterances  
11 conveyed and constituted my religious expression of my religious beliefs at the time I made them.  
12 Judge Thomas certainly could not possibly have dealt with my religious expression of my religious  
13 beliefs that constitute elements in my affirmative defense of free religious exercise to Scientology's  
14 pending breach of contract claims because he had retired before I even uttered the subject utterances.  
15 Scientology has provided no evidence whatsoever to completely dispose of or even deal with these  
16 material facts. Scientology has not shown that my religious expression is not my religious expression,  
17 that my religious beliefs are not religious beliefs, and that Scientology is not a religion. To attempt to  
18 prevent, as Scientology is doing in this Court, by "contract," by summary judgment, injunction,  
19 judgment, contempt orders and arrest warrants, the religious expression of a person's religious beliefs,  
20 about, in this case, a "religion," constitutes a clear violation of 18 U.S.C. §241. Scientology's complete  
21 refusal to deal with or even mention the issue and clear defense of religious exercise in the summary  
22 judgment motion is evidence of the "beneficiaries'" guilty knowledge that what they are doing  
23 constitutes a crime, and that they have no lawful way to defeat or even deal with the defense of religion,  
24 because any effort to defeat the defense of freedom of religion, given all that has happened between  
25  
26  
27  
28



1 Scientology and me in the past twenty-two years, and what has happened in this Court in the litigations  
2 between Scientology and me in the past twelve years, constitutes another criminal act in violation of 18  
3 U.S.C. §241.  
4

5 28. I am a Christian, Scientology is antichristian, and I have a ministry that involves  
6 defending Christianity and Christians from Scientology predations and fraud. I am a Prophet to  
7 Scientologists who brings them God's Word as directed. I am the founder and head of the Church of  
8 Wogs (CoW) ® which is a global faith dedicated to protecting wogs from Scientology defamation and  
9 persecution. "Wogs" is the term Scientologists use for non-Scientologists, and is a racial epithet both  
10 inside and outside Scientology equivalent to "niggers." I am a wog. My utterances about Scientology  
11 and wogs constitute religious scripture. Scientology has said nothing about any of these material facts  
12 and the defense of freedom of religion in which they are elements. See, regarding these facts and  
13 defense, e.g., my declaration executed January 9, 2001 a true and correct copy of which is appended  
14 hereto as Exhibit K. Scientology includes my OSC re contempt opposition that this declaration is in  
15 support of as Wilson Decl. Ex. I.  
16  
17

18 29. I am the founder of the Suppressive Person Defense League, dedicated to uniting SPs,  
19 defending SPs against beastification, attack and menace, and bringing SPs to stand up to Scientology. I  
20 am an SP. Suppressive Persons form a religious class and minority persecuted by Scientology,  
21 Scientologists and their agents. It is clear to me that to prevent me, an SP, from assisting my own  
22 people and class against being beastified, attacked, menaced and obliterated by Scientology is no  
23 different from preventing a Jew from assisting his own people and class, the Jews, against being  
24 beastified, attacked, menaced and obliterated by, e.g., a Nazi cult. Seeking to prevent me, by "contract,"  
25 threat and punishment from such assistance to or association with my fellow Suppressive Persons is a  
26 clearly unlawful purpose and an obvious violation of 18 U.S.C. §241. Judge Thomas's abetment of  
27  
28



1 Scientology's efforts to prevent me from assisting or associating with my own people and class against  
2 being beastified, attacked, menaced and obliterated constitutes an obvious violation of 18 U.S.C. §242.

3           30. Judge Thomas ruled on summary adjudication in 1995 that the subject "contract" is lawful  
4 and enforceable. The Judge signed Scientology's injunction enforcing the conditions that deprive me of  
5 a great number of my rights and privileges secured to me by the U.S. Constitution and laws. In signing  
6 the injunction that unlawfully deprives me of these rights and privileges, Judge Thomas ignored and  
7 refused to deal with valid affirmative defenses, e.g., religion, and ignored or perverted clear evidence of  
8 duress, fraud and the unreasonableness and unenforceability of the liquidated damages condition. I have  
9 alleged, with a great amount of supporting evidence, in my Complaint Report to the Department of  
10 Justice, and herein state again, that Judge Thomas violated 18 U.S.C. §242 with his various orders in this  
11 case. We have over eight years of experience and evidence for interpreting the injunction and Judge  
12 Thomas's other orders and their results and effects on me, others and justice. There exists an obvious  
13 triable issue as to the lawfulness of the injunction and other orders of Judge Thomas on which  
14 Scientology bases its motion for summary judgment.

15           31. In addition to being criminal violations of U.S. Federal civil rights laws, the contractual  
16 conditions and their enforcement by injunction and judgment that deprive me of my right to make  
17 utterances about Scientology and the "beneficiaries" are absolutely and simply impossible to perform or  
18 obey. I have a need every day that cannot be altered or denied to communicate about Scientology to  
19 people. See, e.g., my recent resume, a true and correct copy of which is appended hereto as Exhibit L.  
20 Scientology will view as Suppressive Persons or Suppressive Groups any person or company that might  
21 hire me, will run intelligence operations against those persons or companies, will seek through  
22 operations and attacks against those person or companies to cut off my communications, funds and  
23 connections, to deprive me of advantages and power, to raid and harass me, and to obliterate me, and to

1 cut off my employer's communications, funds and connections, to deprive my employer of advantages  
2 and power, to raid and harass my employer, and to obliterate my employer. I have a legal duty therefore  
3 to disclose my knowledge of Scientology, my experiences, my beliefs and anything else that would  
4 explain what the threat Scientology is and would be to any potential employer. Even to get welfare, I  
5 must send out my resume to all sorts of companies disclosing my knowledge of the threat to them that  
6 Scientology would be if any person or company hired me.  
7

8 I declare under penalty of perjury under the laws of California, the U.S.A. and Canada that the  
9 foregoing is true and correct.  
10

11 Executed this 2<sup>nd</sup> day of March 2004 in Chilliwack, B.C., Canada.  
12  
13  
14  
15

16 Gerry Armstrong  
17  
18  
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21  
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23  
24  
25  
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27  
28



**FILED**

MAR - 9 2004

JOHN P. MONTGOMERY,  
Court Reporting Officer  
MARIN COUNTY SUPERIOR COURT  
BY J. BARTOW, DEPUTY

GERRY ARMSTRONG  
#1-45950 Alexander Avenue  
Chilliwack, B.C. V2P 1L5  
Canada  
[gerry@gerryarmstrong.org](mailto:gerry@gerryarmstrong.org)  
In Propria Persona

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MARIN

CHURCH OF SCIENTOLOGY  
INTERNATIONAL,

Plaintiff,

vs.

GERALD ARMSTRONG,

Defendant

Case No. CV 021632

**OPPOSITION OF DEFENDANT GERRY  
ARMSTRONG TO MOTION FOR  
SUMMARY JUDGMENT**

Date: March 16, 2004

Time: 0:900

Department: L

Trial date: April 9, 2004

**INTRODUCTION**

Scientology moves for a summary judgment to prevent Armstrong from obtaining a trial before a jury on its complaint. Scientology states that its

motion is made upon the grounds that: (1) there are no triable issues of material fact because Armstrong has admitted committing the 201 breaches of contract alleged in the First Cause of Action (1); (2) The Agreement mandates an award of Fifty Thousand Dollars (\$50,000) for each such breach; (3) CSI and Armstrong were parties in prior proceedings in which the validity and enforceability of the Agreement were vigorously litigated and finally adjudicated, resulting in a judgment on the merits in favor of plaintiff. Motion, 1:28-2:1-5

This statement, and Scientology's motion, are in furtherance of a crime, specifically 18 U.S.C. §241, and should be treated accordingly. In this civil matter before the Marin Superior Court, Scientology has unclean hands, and its motion should be summarily denied. There are many triable issues of material fact, each of which requires the motion's denial. There are many pled and valid

275



1 affirmative defenses to Scientology's claims in its complaint, each of which defenses also requires that  
2 the motion be denied.

3           There is a clear triable issue regarding clear criminal duress applied by Scientology to  
4 shudder Armstrong into signing the subject "contract" (Wilson Decl., Ex. A.) that Scientology has for  
5 seventeen years sought to enforce and used to fair game him, and is here seeking to enforce by motion  
6 for summary judgment. There is an equally clear triable issue regarding the cynical and criminal fraud  
7 perpetrated by Scientology to get Armstrong's signature on its "contract." There are triable issues  
8 regarding essential elements in determining the enforceability of the "contract's" \$50,000.00 per  
9 utterance liquidated damages penalty, pursuant to which Scientology seeks by summary judgment a  
10 monetary award against Armstrong of \$10,050,000.00. Or, accepting Scientology's "evaluation" of  
11 "damages" at \$50,000 per utterance, the "contract" is criminally unfair to Armstrong monetarily and  
hence unenforceable.

12           Scientology also seeks general damages against Armstrong, which even Scientology  
13 acknowledges must be "proven at trial," none of which general damages Scientology has shown or even  
14 identified in its motion. (Complaint, Third Cause of Action) In its complaint, Scientology also seeks  
15 \$1,000,000 in punitive and exemplary damages against Armstrong, claiming that he did what  
16 Scientology says he did "intentionally, wilfully, fraudulently, and maliciously" ... "to defraud and  
17 oppress" Scientology; and Scientology has not shown or even attempted to show that there is no triable  
18 issue as to Armstrong's intention, willfulness, fraud or malice in all or anything that he has done, or any  
fraud or oppression he inflicted on Scientology.

19           Armstrong pled forty-four affirmative defenses in his answer to Scientology's complaint.  
20 Wilson Decl., Ex. B. Scientology did not file a demurrer or motion to strike Armstrong's answer in total  
21 or in part, and his affirmative defenses asserted in this case remain live and valid. Scientology's implied  
22 or pretended "undisputed material facts," which are necessary for Scientology to obtain its summary  
23 judgment, that all of Armstrong's affirmative defenses pled herein have been "litigated vigorously" in  
24 some other Marin Superior Court case, that all have been adjudged to not be valid defenses, and that as a  
25 result Armstrong has no defense whatsoever remaining in the instant case, are completely untrue,  
26 completely disputed, and are false statements, claims and acts in furtherance of crimes being perpetrated  
27 by Scientology against Armstrong.

28           Since Armstrong filed his answer and served it on Scientology on November 7, 2002, he  
has established that Scientology's duress and fraud to get him to sign its "contract," the "contract's



1 conditions that Scientology seeks to enforce, Scientology's efforts of any kind to enforce these  
2 conditions, including by using the Marin Superior Court, and Scientology's other acts of fair game  
3 against Armstrong since he signed the "contract," are unlawful writings or acts in furtherance of  
4 egregious violations of U.S. Federal criminal civil rights statutes, specifically 18 U.S.C. §241 and §242.  
5 Armstrong's Separate Statement of Disputed and Undisputed Facts ("Sep. Stat.") No. 52.

6 18 U.S.C. §241, "Conspiracy Against Rights," states in pertinent part:

7 If two or more persons conspire to injure, oppress, threaten, or intimidate  
8 any person in any State, Territory, Commonwealth, Possession, or District in the free  
9 exercise or enjoyment of any right or privilege secured to him by the Constitution or laws  
10 of the United States, or because of his having so exercised the same;...

11 They shall be fined under this title or imprisoned not more than ten years,  
12 or both.

13 18 U.S.C. §242, "Deprivation of Rights Under Color of Law," states in pertinent part:

14 Whoever, under color of any law, statute, ordinance, regulation, or  
15 custom, willfully subjects any person in any State, Territory, Commonwealth, Possession,  
16 or District to the deprivation of any rights, privileges, or immunities secured or protected  
17 by the Constitution or laws of the United States, ... shall be fined under this title or  
18 imprisoned not more than one year, or both.

19 Armstrong has recently filed a complaint report with the U.S. Department of Justice Civil  
20 Rights Division Criminal Section requesting investigation and prosecution of the Scientology-related  
21 "beneficiaries" of the subject "contract" for these and other crimes, including by the unlawful use of this  
22 Court to further these crimes. Armstrong Decl., Ex. A, incorporated herein by reference. Scientology's  
23 complaint in this case, its "contract," its earlier lawsuits against Armstrong in this Court, its  
24 "injunction," "judgment," "OSCs re contempt," "contempt orders," "arrest warrants" and now the  
25 pending summary judgment motion are all unlawful because they all are in furtherance of these crimes.  
26 Sep. Stat. No. 51.

27 The Marin Superior Court lacks jurisdiction to prosecute or adjudge these Federal crimes,  
28 or to prevent Armstrong from communicating about the perpetrators and "beneficiaries" of these crimes,  
defending against these crimes being perpetrated against him, and refusing to participate in those crimes.  
This Court's grant of a summary judgment in Scientology's favor would necessarily be ordering  
Armstrong to facilitate, participate in, and be a victim in a crime, and would be punishing Armstrong for



1 not participating in this crime, which this Court cannot lawfully do. There is no lawful action possible  
2 except to deny Scientology's motion, and in fact to stay the whole case pending the resolution of the  
3 investigation and any prosecution of the crimes identified in Armstrong's Complaint Report.

4 This Court has the authority obviously to call for an investigation by the Marin Superior  
5 Court of wholly related and relevant judicial impropriety by a Judge of the Superior Court that is  
6 brought to this Court's attention. The earlier series of summary adjudication and summary judgment  
7 orders against Armstrong, the injunction, judgment, contempt orders and arrest warrants in the case that  
8 Scientology relies upon and cites to support its present summary judgment motion are so patently  
9 illogical, so legally baseless, so dishonest, and so willfully, vituperatively violative of Armstrong's  
10 rights secured to him by the U.S. Constitution and laws that these orders and actions constitute clear  
11 evidence of and acts in violation of 18 U.S.C. §242. Sep. Stat. No. 53.

12 Since in its summary judgment motion Scientology relies so completely on actions taken  
13 by this Court in earlier consolidated cases, Marin Superior Court Nos. 152229 and 157680, pursuant to  
14 C.C.P. 437c (b) (7) and in order to support his claims herein, Armstrong incorporates herein by  
15 reference the following documents from these cases:

16 - Scientology's motions for summary adjudication and summary judgment, and separate  
17 statements, evidence, and replies in support thereof;

18 - Armstrong's oppositions to all of Scientology's motions for summary adjudication and  
19 summary judgment, and separate statements and evidence in support thereof;

20 - All of this Court's summary adjudication and summary judgment orders;

21 - All motions for reconsideration of such orders, and all oppositions to such motions for  
22 reconsideration;

23 - Clerk's Record on Appeal in Appeal No. A075027 (incorporates and indexes all the  
24 above listed Court-filed documents);

25 - Armstrong's Opening Brief in Appeal No. A075027.

26 - All of Scientology's applications for orders to show cause re contempt, all supporting  
27 evidence, and all OSCs re contempt;

28 - All responses to such OSCs and all supporting evidence;



1  
2 No one can lawfully be required by this or any other Court to obey any unlawful order.  
3 The power or authority of a Court to enforce an unlawful order, or even to make an unlawful order is not  
4 given, or even mentioned, in any California or U.S. Statutes. There remains a gargantuan triable issue  
5 regarding the lawfulness of this Court's orders that form the basis for Scientology's summary judgment  
6 motion.

7 **There is a Triable Issue Regarding Duress**

8 This Court can dispose of Scientology's summary judgment motion simply by truthfully  
9 answering this question: If there existed a global organization employing intelligence operators and  
10 operatives, private investigator thugs, high powered and low ethics attorneys, and thousands of  
11 aggressive mind controlled fanatics; if this network had a billion dollars, a history of criminality, and  
12 policies calling for crimes against people, including a policy called "Fair Game;" if the Judge of this  
13 Court hearing this summary judgment motion was a private individual that agents of this network, or  
14 cult, in execution of "Fair Game" had already assaulted, run into bodily with a car, terrorized on the  
15 freeway, threatened to put a bullet between her eyes, staked out her home, framed her with crimes,  
16 brought false criminal charges against her, broke into her car and stole her documents, disseminated her  
17 psychotherapy records, terrorized her for five years, and subjected her to a vicious global black  
18 propaganda campaign; if her family, friends and colleagues had been similarly "Fair Gamed;" and if she  
19 was delivered the message that she had to sign the Fair Game cult's "contract" or she and her family,  
20 friends and colleagues would be targeted for more "Fair Game," would this Judge feel at all threatened,  
21 pressured, menaced?  
22

23 The fact is that a reasonable, ordinary person with no resources of any consequence who  
24 knows what Fair Game is would feel extremely menaced, as Armstrong has testified he was in dozens of  
25 sworn statements, as is pled in Armstrong's answer, and as is described in his sworn Complaint Report.  
26 Ex. A. Even if this Court does not know what Fair Game is, and how it has been applied to Armstrong,  
27  
28



1 then there is an obvious triable issue as to the nature and shudder-inducing quality of the duress applied  
2 to him to get him to sign Scientology's "contract."

3  
4 Scientology founder L. Ron Hubbard ordered, and Scientologists accept as true, that there is a  
5 class of citizens called "Suppressive Persons or "SPs," who are the most evil people in the world,  
6 destructive, criminal, and deserving no mercy or rights. Hubbard called Scientology's policy for  
7 treatment of SPs "Fair Game," and provided examples and types of Fair Game to be applied to SPs in  
8 various policy letters or directives. E.g. in his policy letter "Penalties for Lower Conditions, Hubbard  
9 writes:

10  
11 ENEMY — SP Order. Fair game. May be deprived of property or injured by any means  
12 by any Scientologist without any discipline of the Scientologist. May be tricked, sued or  
lied to or destroyed.

13 See, *Scientology v. Armstrong* (1991) 232 Cal.App.3d 1060 , 283 Cal.Rptr. 917 Scientology declared  
14 Armstrong a "Suppressive Person" right after he left in December 1981 and has considered him ~~an~~<sup>the</sup> SP  
15 and Fair Gamed him ever since. Armstrong has studied Scientology for thirty-five years and acquired a  
16 great deal of knowledge of and experience in the field, particularly regarding the Suppressive Person  
17 Doctrine and the philosophy, methodologies, application, and defense to Fair Game. Sep. Stat. No. 12-  
18 14.

19 In his 1969 policy letter "Battle Tactics" Hubbard ordered that his Scientologist troops  
20 must "fight on the basis of total attrition of the enemy," the ordinary, good people identified as  
21 "Suppressive Persons." Hubbard ordered that the Scientology troops, must "go all the way in and  
22 obliterate" these people, "expend the maximum" of these people, "make the war costly" to them, cut off  
23 these people's "communications, funds, connections," deprive these people of "political advantages,  
24 connections and power," take over these people's territory, "raid and harass" them. Hubbard ordered  
25 that the "public opinion" to be headed for is "a frenzy of hate" against the SPs, and that Scientology and  
26 Scientologists are to "degrade the image" of "Suppressive Persons" "to beast level." Hubbard ordered  
27 how the Scientology troops were to view their campaign against SPs: "Never treat a war like a skirmish.  
28 Treat all skirmishes like wars." Sep. Stat. No. 15-17.



1 Pursuant to Scientology's Suppressive Person Doctrine, and in execution of the Fair Game  
2 policy, Scientology's agents have assaulted Armstrong, run into him bodily with a car, terrorized him on  
3 the freeway, threatened to put a bullet between his eyes, staked out his home, framed him with crimes,  
4 brought false criminal charges against him, illegally videotaped him, broke into his car and stole his  
5 documents plus irreplaceable artwork, disseminated his psychotherapy records, terrorized him for  
6 twenty-two years, and subjected him to a vicious global black propaganda campaign. Scientology has  
7 waged a war of total attrition on Armstrong that continues to this day, and seeks to go all the way in and  
8 obliterate him, to expend him, to make the war costly on him, to cut off his communications, funds and  
9 connections, to deprive him of political advantages and power, and to raid and harass him. Scientology  
10 and those persons serving its malevolent purposes have pumped out a river of black propaganda to  
11 degrade Armstrong's image to best level, and to turn public opinion into a frenzy of hate against him.  
12  
13  
14 Sep. Stat. No. 19.

15  
16 If the Judge of this Court, as a private individual, was given the message, perhaps by someone  
17 close to her, perhaps her own attorney who wasn't joking, that if she doesn't sign this billion dollar Fair  
18 Game cult's document or her communications, funds and connections will be cut off, she will be  
19 deprived of political advantages and power, she will be raided and harassed, her image will be degraded  
20 to best level, public opinion will be turned into a frenzy of hate against her, and she will be obliterated;  
21 and her lawyer, and his family, and all sorts of other people, will also be cut off, deprived, raided,  
22 harassed, degraded and obliterated, would she feel at all threatened, pressured or menaced?

23  
24 That former Marin Judge Gary W. Thomas, having before him even more evidence of this  
25 frightful duress than the few necessary facts provided here, claimed that he found no triable issue as to  
26 duress (without even considering a Judge's duties in a motion for summary adjudication or summary  
27 judgment to view the evidence in the light most favorable to the non-moving party, and to resolve any  
28



1 factual conflicts in favor of the non-moving party) creates the appearance, in this circumstance, where  
2 huge sums of money and basic human rights are involved, of judicial malfeasance.

3 Because what Scientology is seeking to deprive Armstrong of by "contract" are his basic and  
4 vital rights and privileges secured to him by the U.S. Constitution and laws (Sep. Stat. No. 54) it was  
5 crucial that Judge Thomas found no triable issue as to duress in the menacing events leading up to  
6 Armstrong's signing. Otherwise, and automatically, what Scientology was doing would constitute a  
7 crime, which is exactly what happened and is happening. The former Marin Superior Court Judge was  
8 also a former Marin County Prosecutor and had to have known of the existence of 18 U.S.C. §241 and  
9 §242.  
10

11  
12 It is not possible that Judge Thomas was not aware that if he didn't sign Scientology's  
13 documents he could be Fair Gamed, his communications, funds and connections could be cut off, he  
14 could be deprived of political advantages and power, he could be raided and harassed, his image could  
15 be degraded to beast level, public opinion could be turned into a frenzy of hate against him, and he could  
16 be obliterated; and his associates, and his family, and all sorts of other people, could also be cut off,  
17 deprived, raided, harassed, degraded and obliterated. The Judge was clearly aware of Fair Game, and  
18 aware of what happens to Scientology's Fair Game targets, because at a minimum he saw the mass of  
19 evidence of Fair Game attacks on Armstrong.  
20

21  
22 Judge Thomas knew that Armstrong was no threat whatsoever to him, because Armstrong had  
23 no Fair Game policy, had no money, and had no global network with a criminal history to cut off the  
24 Judge's communications, funds and connections, deprive him of political advantages and power, raid  
25 and harass him, degrade his image to beast level, turn public opinion into a frenzy of hate against him,  
26 and obliterate him, and that Armstrong was an average, common person of not much consequence. It  
27 would thus be an easy, unthreatening choice for Judge Thomas to make to ignore all Armstrong's  
28



1 defenses, ignore the terrible duress Scientology subjected Armstrong to, grant Scientology a summary  
2 judgment against Armstrong, and, even though it constituted a flagrant violation of U.S. Civil Rights  
3 statutes, to deprive Armstrong of his basic rights and privileges secured or protected by the Constitution  
4 or laws of the United States, including Armstrong's right to defend himself, his family and associates  
5 against Scientology's Fair Game. Sep. Stat. No. 53.

7 It is instantly obvious that the U.S. Secret Service would take very seriously an organization's  
8 calling for the "obliteration" of the U.S. President. A person communicating in some way, even through  
9 a lawyer, that he was going to go all the way in and obliterate the President, would doubtlessly be  
10 prosecuted for such a threat. The President, of course, has the Secret Service, all the nation's law  
11 enforcement departments, the FBI, CIA, NSA and the whole U.S. Military to protect him from those  
12 who would obliterate him. But the people that Scientology declares to be Suppressive Persons and  
13 targets for obliteration have no agents or army or fortresses to protect them. The personal menace that a  
14 domestic organization and individuals compelled and determined to wage a war of total attrition on, and  
15 to go all the way in and obliterate an average, common person like Armstrong must be much greater  
16 than for the President.

19 Armstrong's attorney Michael Flynn told him that if Armstrong didn't sign Scientology's  
20 "contract," Scientology would continue to Fair Game him, Flynn and his family, the other Scientology  
21 victims that Flynn represented, and Fair Game anyone else Scientology wanted. Armstrong knew very  
22 well what Fair Game was, and understood very well the terrible threat Scientology was making. Sep.  
23 Stat. No. 20. To say that there exists no triable issue as to duress in this case is irresponsible, and in  
24 light of this Court's deprivation of Armstrong's basic rights and privileges by irresponsibly ignoring this  
25 monstrous duress, criminal.

28 **There is a Triable Issue Regarding Fraud**



1           This Court can also dispose of Scientology's summary judgment motion simply by truthfully  
2 answering this question: If the global billion dollar organization, with a history of criminality, and a  
3 "Fair Game" policy calling for crimes against people, which employed intelligence operators and  
4 operatives, private investigator thugs, high powered and low ethics attorneys, and thousands of  
5 aggressive mind controlled fanatics to carry out its Fair Game attacks, told the Judge of this Court, as a  
6 private individual of inconsequential resources, perhaps through her own attorney whose word she  
7 trusted, that if she signed the Fair Game cult's "contract" the cult would stop Fair Gaming her, stop Fair  
8 Gaming her family, friends and associates, stop Fair Gaming everyone else in the world, and eliminate  
9 Fair Game as a policy and practice; and, if after she signed the Fair Game cult's "contract," the cult  
10 immediately continued to Fair Game her, by distributing edited, perverse versions of illegally, secretly  
11 made videotapes of her, by filing sworn statements about her in legal proceedings falsely accusing her of  
12 crimes, by threatening her, by filing false criminal charges against her, by assaulting her, by carrying out  
13 a massive global black propaganda campaign against her, by maintaining Internet hate sites on her, by  
14 forging her signature to postings to the Internet, by spying on her, by further secret videotaping of her,  
15 by terrorizing her and her friends on the freeway and with a phony bomb threat, by obtaining unlawful  
16 court orders against her including the Marin Superior Court's summary adjudication and summary  
17 judgment orders, injunction, judgment, contempt orders, and arrest warrants, and by seeking "judicially"  
18 and extra-judicially to deprive her of her rights and privileges secured to her by the U.S. Constitution  
19 and laws; would she feel at all that she had been tricked or defrauded into signing the Fair Game cult's  
20 "contract?"  
21  
22  
23  
24

25           To say that there exists no triable issue as to fraud in this case is as irresponsible as saying  
26 there exists no triable issue as to duress. The duress and fraud employed by Scientology to get  
27 Armstrong to sign its "contract" involve the identical set of facts concerning the Fair Gaming of  
28



1 Armstrong, his lawyer, friends and associates, prior to the signing. Sep. Stat. No. 19. Scientology  
2 promised through Armstrong's attorney Michael Flynn, as an inducement to get Armstrong to sign, to  
3 end Fair Game forever against everyone including Armstrong. Sep. Stat. No. 21. Immediately  
4 following Armstrong's signing, Scientology continued to Fair Game him, and has continued to Fair  
5 Game him to this day. Scientology's acts against Armstrong in execution of the Fair Game policy  
6 following his signing of the "contract" included, but are not limited to, distributing edited, perverse  
7 versions of illegally, secretly made videotapes of him, filing sworn statements about him in legal  
8 proceedings falsely accusing him of crimes, by threatening him, by filing false criminal charges against  
9 him, by assaulting him, by carrying out a massive global black propaganda campaign against him, by  
10 forging his signature to hate postings to the Internet, by spying on him, by further secret videotaping of  
11 him, by terrorizing him and his friends on the freeway and with a phony bomb threat, by obtaining  
12 unlawful court orders against him including the Marin Superior Court's summary adjudication and  
13 summary judgment orders, injunction, judgment, contempt orders, and arrest warrants, and by seeking  
14 "judicially" and extra-judicially to deprive him of his rights and privileges secured to him by the U.S.  
15 Constitution and laws. Sep. Stat. No. 22.

16  
17 Had Armstrong been aware that Scientology intended to and would continue to Fair Game him  
18 after he signed its "contract" he would never have signed. If he had been aware that the "contract" could  
19 possibly be interpreted by a sitting California Superior Court Judge to be a license to Scientology to Fair  
20 Game Armstrong, to assault, spy on, terrorize, black PR, frame, jail, war on and obliterate him, and  
21 punish him if he responded, Armstrong would also never have signed Scientology's "contract." Sep.  
22 Stat. No. 23. When Armstrong objected to Flynn about the contract's conditions that on their face  
23 deprived Armstrong of certain basic rights and privileges, Flynn assured Armstrong that those  
24 conditions, including the \$50,000 per utterance liquidated damages condition, were "not worth the paper  
25  
26  
27  
28



1 they're printed on," that these conditions were "unenforceable," and that Armstrong couldn't "contract  
2 away [his] Constitutional rights." Sep. Stat. No. 24 .Unbeknownst to Armstrong at the time of the  
3 "settlement, Flynn entered into a "contract" with Scientology that according to Flynn requires that he not  
4 assist Armstrong in any way if Scientology Fair Games Armstrong, which Scientology has done.  
5 Armstrong believes that such a "contract" that prohibits an attorney from assisting his client is unlawful,  
6 and is an act by Scientology in furtherance of its 18 U.S.C. §241 conspiracy to deprive Armstrong of his  
7 rights and privileges secured to him by the U.S. Constitution and laws. Sep. Stat. No. 25.  
8

9  
10 **There are Triable Issues Regarding the Liquidated Damages Condition**

11 Because of Flynn's assurance that the "contract's" liquidated damages condition was not worth  
12 the paper it was printed on, there was absolutely no negotiation by Armstrong with Scientology, or even  
13 via Flynn with Scientology, regarding liquidated damages and no discussion whatsoever regarding their  
14 reasonableness. It was completely understood by Armstrong at the time of the settlement that the  
15 liquidated damages condition and amount were utterly unreasonable. Armstrong is certain that they are  
16 just as unreasonable today, and, he believes, even more unreasonable given the now obvious conclusion  
17 that this liquidated damages condition, its enforcement by Judge Thomas, and every way in which it has  
18 been used by Scientology against Armstrong and against others, constitute acts in furtherance of serious  
19 civil rights crimes. Sep. Stat. No. 26.  
20

21 Scientology claims, obviously, that every utterance by Armstrong that mentions  
22 Scientology or his thoughts about Scientology or any of the entities comprising the "beneficiaries" to the  
23 subject "contract" has a value of \$50,000.00. An utterance can be a minimal or negligible number of  
24 words, and only vaguely about these subjects. See, e.g., Scientology's list "ARMSTRONG  
25 BREACHES OF SETTLEMENT AGREEMENT" appended to its complaint, alleged breach no. 49,  
26 which Scientology describes as: "8 May 1999 Posting by Armstrong in which he guesses how much  
27  
28



1 Dennis Erlich received in his settlement with the Church.” In the newsgroup exchange, which  
2 Scientology claims has a value of \$50,000, Armstrong states: “I’ll say \$1,500,000. That’s my figure.”

3 >Hahaha!!!! I am looking forward to that. We should make a betting pool.

4 >

5 >I bet that Dennis Erlich has received \$1,000,000.

6 I’ll say \$1,500,000. That’s my figure.

7 (c) Gerry Armstrong

8 In fact Armstrong wasn’t guessing how much Dennis Erlich got from Scientology. It may have  
9 appeared to Scientology that way, but Scientology jumped to a wrong conclusion. The definition for  
10 Scientology’s determination of utterances worth \$50,000.00 each then is any number of words by  
11 Armstrong that appear to mention Scientology or Armstrong’s thoughts about Scientology or any of the  
12 entities comprising the “beneficiaries” to the subject “contract.”

14 Since Scientology has affirmed and insisted that virtually any utterance by Armstrong  
15 that mentions Scientology or Armstrong’s thoughts about Scientology or any of the entities comprising  
16 the “beneficiaries” to the subject “contract is worth \$50,000.00, it obvious that Scientology cheated  
17 Armstrong when it claimed it purchased his right and ability to make such utterances. If Armstrong’s  
18 Usenet post stating “I’ll say \$1,500,000. That’s my figure.” is worth \$50,000.00, then “I’ll say  
19 \$1,500,001. That’s my figure.” is also worth \$50,000.00, as is “I’ll say \$1,500,002. That’s my figure.”  
20 and “I’ll say \$1,500,003. That’s my figure.” etc. Armstrong believes that he can generate utterances,  
21 orally and by computer and other communication media, that at \$50,000.00 per utterance would have a  
22 value of trillions, or even quadrillions, or more dollars a day. Accepting Scientology’s own monetary  
23 valuation of Armstrong’s utterances, the organization cheated him out of quintillions of dollars, or over  
24 a lifetime even sextillions of dollars, with Scientology’s cruelly unfair “settlement” “payment.” For  
25 Scientology to purchase Armstrong’s rights, ability and utterances that Scientology claims it purchased,  
26  
27  
28



1 it would have to pay Armstrong what his potential utterances are worth over his expected life span, or  
2 sextillions of dollars.

3  
4 The actual monetary damage caused to the Scientology "beneficiaries" by Armstrong's  
5 utterances is quite obviously zero. Scientology has never produced one shred of evidence to support its  
6 necessarily claimed no triable issue as to the reasonableness of the liquidated damages condition and  
7 amount at the time of the December 1986 "settlement." There could be no such evidence, obviously,  
8 because there could be no other monetary figure than zero damages that can reasonably be equated with  
9 any or all of Armstrong's utterances. Scientology lawyer Wilson admits as much in an exchange  
10 between Wilson and Armstrong in 1996, ~~true and correct copies of the communications in which are~~  
11 ~~appended hereto as Exhibit D.~~ <sup>no</sup> On October 7, 1996, Armstrong wrote by e-mail to all the Council  
12 Members of the Los Angeles City Council concerning the decision to rename an LA street "L. Ron  
13 Hubbard Way." On October 23, 1996 Wilson wrote to Armstrong threatening that Armstrong's letter to  
14 the LA City Council constituted a violation of Scientology's injunction signed by Judge Thomas. On  
15 November 7/11 Armstrong wrote back to Wilson, and on December 11, 1996 Wilson sent Armstrong a  
16 letter stating "the impact of your letter was negligible at best, more likely nil. Pursuit of further remedy  
17 thus is unnecessary." Sep. Stat. No. 27. It is clearly impossible to explain logically how a four page  
18 letter, along with the twenty-seven page Decision in Scientology v. Armstrong, LA Superior Court Case  
19 No. C 420153, e-mailed to each of the LA City Council Members, has a value of "negligible at best,  
20 more likely nil;" yet Armstrong's minuscule comment that is practically unrelated to Scientology "I'll  
21 say \$1,500,000. That's my figure." is worth \$50,000.00. The Decision, ~~a true and correct copy of which~~  
22 ~~is appended hereto as Exhibit F, and~~ <sup>no</sup> which was affirmed on appeal, condemns Fair Game and  
23 Scientology's Fair Game attacks on Armstrong and others, and is a central motivator in Scientology's  
24 campaign to gag and punish Armstrong in violation of 18 U.S.C. §241.  
25  
26  
27  
28



1           There is a triable issue as to the conditions and relationship existing between Scientology  
2 and Armstrong at the time of the "settlement," which conditions and relationship must be examined by  
3 the trier of fact. At the time of the "settlement," Scientology was a billion dollar enterprise, whereas  
4 Armstrong had no money whatsoever and no bargaining power. Scientology had hundreds of lawyers.  
5 Armstrong's lawyer was himself a Fair Game target and victim and had been compromised by  
6 Scientology to the point that he was pressuring Armstrong on Scientology's behalf to sign the "contract"  
7 to end Fair Game against him and his family, assuring Armstrong that Scientology would end Fair Game  
8 forever if signed, and also insisting that the liquidated damages condition was not worth the paper it's  
9 printed on. Scientology also linked the liquidated damages condition to all the other "contractual"  
10 conditions by which Scientology unlawfully sought to deprive Armstrong of his rights and privileges  
11 secured to him by the U.S. Constitution and laws. Sep. Stat. No. 28.  
12

13  
14           Scientology states in its motion:

15  
16                     First, the validity and enforceability of the Agreement was aggressively  
17 contested by Armstrong through all possible legal process available to him in that matter.  
18 When judgment was decided against him on this issue, he sought reconsideration of it.  
19 When that was denied, he appealed. Thus, he had every opportunity and indeed, took all  
20 opportunities to litigate this issue. Motion 7:6-9.

21  
22           Scientology, however, has unclean hands in this matter, having engineered the dismissal of Armstrong's  
23 appeal by unlawful means and with the abetment of Marin Judge Gary Thomas.

24                     On January 23, 1997 Grady Ward served Armstrong with a subpoena for production of  
25 documents in the case of Religious Technology Center v. Ward, U.S. District Court for the Northern  
26 District of California, Case No. C-96-20207 RMW. On January 24, 1997 Armstrong received a fax  
27 letter from attorney Wilson stating that the documents that Ward sought were "within the purview of the  
28 December 6, 1986 Settlement Agreement and, hence, the various interlocutory orders and judgment in [  
] Marin Superior Court No. 157 680," insisting that Armstrong refrain from producing the subpoenaed



1 documents before a motion could be heard, and claiming that Scientology's "contract" "requires no  
2 less." Armstrong took this letter from Wilson, who did not copy Ward with the letter, to be a threat and  
3 an impermissible tampering with a subpoenaed witness. Armstrong wrote a declaration, executed  
4 January 26, 1997 and sent it to the U.S. District Court Judge presiding over the Ward case to advise him  
5 of the threat from Wilson.  
6

7                   68. On January 23, 1997 I received in the mail from Grady Ward a  
8 subpoena, a true and correct copy of which is attached hereto as Exhibit T, for production  
9 of documents in his case.

10                   69. On January 24 I received from attorney Andrew H. Wilson a fax letter,  
11 a true and correct copy of which is attached hereto as Exhibit U, threatening prosecution  
12 in Armstrong IV if I provide documents to Mr. Ward pursuant to his subpoena. This letter  
13 is frightening to me, and supports why I am sending this declaration directly to the Court,  
14 and why the "settlement agreement" and the Thomas order are illegal. Mr. Ward does not  
15 have the time to wait for my testimony until Scientology's motion for protective order is  
16 heard before he must file this testimony. In my opinion, that is precisely why Mr. Wilson  
17 has sent his threat letter. Ex. I, 43:13-26.

18 Sep. Stat. Nos. 29-31.

19                   Armstrong left California at the end of January 1997 and traveled to Canada because of  
20 his discovery on the Internet of a submission from Scientology to the Internal Revenue Service in  
21 response to the IRS's Form 1023 Request, which submission contained several pages of Scientology  
22 black PR lies on Armstrong. While Armstrong was in Canada, and without notice to him of any kind,  
23 Scientology, represented by attorney Wilson, got Judge Thomas to sign an order of contempt, fining and  
24 jailing Armstrong for sending the declaration to the U.S. District Court Judge presiding over the Ward  
25 case. The Wilson threat letter and the order of contempt, jail and fine for reporting the threat against  
26 Armstrong to the Federal Judge constitute acts in violation of 18 U.S.C. §1512, "Tampering with a  
27 Witness, Victim, or an Informant," which states in pertinent part:  
28

(b) Whoever knowingly uses intimidation or physical force, threatens, or corruptly  
persuades another person, or attempts to do so, or engages in misleading conduct toward  
another person, with intent to -



(1) influence, delay, or prevent the testimony of any person in an official proceeding; (2) cause or induce any person to -  
(A) withhold testimony, or withhold a record, document, or other object, from an official proceeding;  
(B) alter, destroy, mutilate, or conceal an object with intent to impair the object's integrity or availability for use in an official proceeding;  
(C) evade legal process summoning that person to appear as a witness, or to produce a record, document, or other object, in an official proceeding;  
or  
(D) be absent from an official proceeding to which such person has been summoned by legal process; or  
(3) hinder, delay, or prevent the communication to a law enforcement officer or judge of the United States of information relating to the commission or possible commission of a Federal offense or a violation of conditions of probation, parole, or release pending judicial proceedings;  
shall be fined under this title or imprisoned not more than ten years, or both.

...  
(e) For the purposes of this section -  
(1) an official proceeding need not be pending or about to be instituted at the time of the offense; and  
(2) the testimony, or the record, document, or other object need not be admissible in evidence or free of a claim of privilege.

Sep. Stat. No. 32.

It is obvious to Armstrong that Wilson knowingly used intimidation, threatened and corruptly attempted to persuade Armstrong, with intent to influence, delay and prevent his testimony in the official Ward proceeding. It is also obvious to Armstrong that not only did he have a right to report Wilson's threat by declaration to the Federal Judge presiding over the case in which the threat occurred, but that Armstrong had a duty to report this threat and federal felony, pursuant to 18 U.S.C. §4, "Misprision of Felony" which states:

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

Sep. Stat. No. 33.



1 Since Judge Thomas unlawfully punished Armstrong for making known to the proper  
2 judge the Wilson threat and witness tampering, Judge Thomas's punishment constitutes an act depriving  
3 Armstrong of his rights and privileges secured to him by the U.S. Constitution and laws in violation of  
4 18 U.S.C. §242. Nowhere in the contempt order that Judge Thomas signed is there any mention of  
5 Wilson's threat letter, which is what caused Armstrong to send the declaration making known the threat  
6 to the judge on the Ward case. Sep. Stat. No. 34. Assuming that Judge Thomas read Armstrong's  
7 declaration and knew about Wilson's threat letter, it becomes obvious that the injunction that Judge  
8 Thomas is enforcing by signing Scientology's contempt order and the "contract" that the injunction  
9 enforces, have an unlawful purpose. According to Wilson and Judge Thomas, the "contract" and  
10 injunction prohibit Armstrong from reporting violations of U.S. Federal criminal statutes. If Judge  
11 Thomas did not read Armstrong's declaration for which he punishes Armstrong for sending it to the U.S.  
12 District Court Judge, then by Judge Thomas's willful dereliction of duty in signing Scientology's  
13 contempt order without knowing what act he was punishing, he nevertheless acted to deprive Armstrong  
14 of his rights and privileges secured to him by the U.S. Constitution and laws in violation of 18 U.S.C.  
15 §242.  
16  
17  
18

19 After getting Judge Thomas to sign the unlawful contempt order (Ex. J) Scientology then  
20 used this order to unlawfully get Armstrong's appeal from the injunction and judgment of the Marin  
21 Superior Court dismissed. Using Judge Thomas's unlawful contempt order, attorney Wilson on behalf  
22 of Scientology convinced the Court of Appeal that Armstrong was not entitled to maintain his appeal  
23 because of the fugitive disentitlement doctrine. Scientology's and Wilson's engineering of the dismissal  
24 of Armstrong's appeal from Judge Thomas's unlawful injunction and judgment constitutes a series of  
25 acts in furtherance of crimes under 18 U.S.C. §241. Sep. Stat. No. 35.  
26  
27  
28



**Armstrong has many live, valid affirmative defenses**

C.C.P. §437 c. (f) (1) provides:

A party may move for summary adjudication as to one or more causes of action within an action, one or more affirmative defenses, one or more claims for damages, or one or more issues of duty, if that party contends that the cause of action has no merit or that there is no affirmative defense thereto, or that there is no merit to an affirmative defense as to any cause of action, or both, or that there is no merit to a claim for damages, as specified in Section 3294 of the Civil Code, or that one or more defendants either owed or did not owe a duty to the plaintiff or plaintiffs. A motion for summary adjudication shall be granted only if it completely disposes of a cause of action, an affirmative defense, a claim for damages, or an issue of duty.

Armstrong has asserted in his answer to Scientology's complaint forty-four affirmative defenses.

Wilson Decl. Ex B. Sep. Stat. No. 36. Scientology did not file a demurrer or a motion to strike any of Armstrong's defenses in this case. Sep. Stat. No. 37. Scientology has not provided any evidence in its motion for summary judgment that there is no merit to all or any of Armstrong's affirmative defenses, has not disposed of any or all of these defenses, or even identified the forty-four affirmative defenses for potential disposal. Sep. Stat. No. 38.

Armstrong believes he possesses, has always possessed, and cannot lawfully but possess a right guaranteed by the First Amendment to the U.S. Constitution to the free exercise of religion that permits all of the utterances he has ever made about Scientology or the "beneficiaries." He has written about this right to freedom of religion, and necessarily this affirmative defense to Scientology's complaint, hundreds of times in different legal pleadings, declarations and other public statements. See, e.g., Answer, Forty-First Affirmative Defense, 77:1-82:8, Wilson Decl. Ex. B, Complaint Report, Armstrong Ex. A, 57:182-76:241. Sep. Stat. No. 39.

The only appearance of the word "religion" or "religious" in all of Scientology's motion, separate statement and Wilson declaration, is to identify the plaintiff as a "nonprofit religious corporation." Any mention of this whole monumental subject and dominating affirmative defense, and



1 any mention of the Judge's having dealt with this subject and defense, is completely missing from  
2 Scientology's moving papers. Sep. Stat. No. 40. In fact, Judge Thomas's refusal to deal with the  
3 religious issue and the free religious exercise defense, when these were squarely and voluminously  
4 before him, is compelling evidence of judicial malfeasance. Sep. Stat. No. 41.

5  
6 All of the communications Armstrong has made that Scientology claims violate its  
7 "contract" (see Breaches list) and for which it seeks here by summary judgment \$10,050,000.00 and  
8 other monetary damages are his religious expression of his religious beliefs about a subject and entity  
9 that calls itself a religion. Armstrong made all of these listed utterances that comprise his religious  
10 expression of his religious beliefs after Judge Thomas gave Scientology its injunction and judgment, and  
11 these utterances conveyed and constituted Armstrong's religious expression of his religious beliefs at the  
12 time. Judge Thomas certainly could not possibly have dealt with Armstrong's religious expression of  
13 his religious beliefs that constitute elements in Armstrong's affirmative defense of free religious  
14 exercise to Scientology's pending breach of contract because Judge Thomas had by the time Armstrong  
15 made the subject utterances retired. Sep. Stat. No. 42. Scientology has provided no evidence  
16 whatsoever to completely dispose of or even deal with these materials facts. Scientology has not shown  
17 that Armstrong religious expression is not his religious expression, that his religious beliefs are not  
18 religious beliefs, and that Scientology is not a religion. Sep. Stat. No. 43. To attempt to prevent, as  
19 Scientology is doing in this Court, by "contract," by summary judgment, injunction, judgment, contempt  
20 orders and arrest warrants, the religious expression of a person's religious beliefs, about in this case a  
21 "religion," constitutes a clear violation of 18 U.S.C. §241. Scientology's complete refusal to deal with  
22 or even mention the issue of religious exercise in the summary judgment motion is evidence of the  
23 "beneficiaries'" guilty knowledge that what they are doing constitutes a crime, and that they have no  
24 lawful way to defeat or even deal with the defense of religion. Any effort to defeat the undefeatable



1 defense of freedom of religion, given all that has happened between Scientology and Armstrong in the  
2 past twenty-two years, and what has happened in this Court in the litigations between Scientology and  
3 Armstrong in the past twelve years, constitutes another criminal act in violation of 18 U.S.C. §241. Sep.  
4 Stat. No. 44.  
5

6 Armstrong is a Christian, Scientology is antichristian and Armstrong has a ministry that  
7 involves defending Christianity and Christians from Scientology predations and fraud. Armstrong is a  
8 Prophet to Scientologists who brings them God's Word as directed. Armstrong is the founder and head  
9 of the Church of Wogs ® which is a global faith dedicated to protecting wogs from Scientology  
10 defamation and persecution. Wogs is the term Scientologists use for non-Scientologists, and is a racial  
11 epithet both inside and outside Scientology equivalent to "niggers." Armstrong is a wog. Armstrong's  
12 utterances about Scientology and wogs constitute religious scripture. Scientology has said nothing in its  
13 summary judgment motion about any of these material facts and the defense of freedom of religion in  
14 which they are elements. Sep. Stat. Nos. 45-47.  
15  
16

17 Armstrong is the founder of the Suppressive Person Defense League, dedicated to uniting SPs,  
18 defending SPs against beastification, attack and menace, and bringing SPs to stand up to Scientology.  
19 Armstrong is an SP. Suppressive Persons form a religious class and minority persecuted by  
20 Scientology. It is clear to Armstrong that to prevent him, an SP, from assisting his own people and  
21 class against being beastified, attacked, menaced and obliterated by Scientology is no different from  
22 preventing a Jew from assisting his own people and class, the Jews, against being beastified, attacked,  
23 menaced and obliterated by, e.g., a Nazi cult. Seeking to prevent Armstrong, by "contract," threat and  
24 punishment from such assistance to or association with his fellow Suppressive Persons is a clearly  
25 unlawful activity and an obvious violation of 18 U.S.C. §241. Judge Thomas's abetment of  
26 Scientology's efforts to prevent Armstrong from assisting or associating with Armstrong's own people  
27  
28



1 and class against being beastified, attacked, menaced and obliterated by Scientology constitute an  
2 obvious violation of 18 U.S.C. §242. Sep. Stat. No. 48.

### 3 **The Injunction is Unlawful**

4  
5 Judge Thomas ruled on summary adjudication in 1995 that the subject "contract" is  
6 lawful and enforceable. The Judge signed Scientology's injunction enforcing the conditions that deprive  
7 Armstrong of a great number of his rights and privileges secured to him by the U.S. Constitution and  
8 laws. These rights and privileges include, but are not limited to: right to the free exercise of religion;  
9 right to freedom from slavery; right to freedom of speech; right to self-defense; right to freedom of  
10 association; right to due process; right to communicate with or petition government agencies; right to  
11 report crimes; litigant's privilege; doctor-patient privilege; clergyman-penitent privilege. Sep. Stat. No.  
12 54. In signing the injunction that unlawfully deprives Armstrong of these rights and privileges, Judge  
13 Thomas ignored and refused to deal with valid affirmative defenses, e.g., religion, and ignored or  
14 perverted clear evidence of duress, fraud and the unreasonableness and unenforceability of the liquidated  
15 damages condition. Armstrong has alleged, with a great amount of supporting evidence, in his  
16 Complaint Report to the Department of Justice, and herein claims, that Judge Thomas violated 18 U.S.C.  
17 §242, with his various orders in this case. We have over eight years of experience and evidence for  
18 interpreting the injunction and Judge Thomas's other orders and their effects on Armstrong, others and  
19 justice. There exists an obvious triable issue as to the lawfulness of the injunction and other orders of  
20 Judge Thomas on which Scientology bases <sup>t</sup> <sup>Ha</sup> is motion for summary judgment.

### 21 **The Contractual Conditions and the Injunction's Conditions are Impossible**

22 In addition to being criminal violations of U.S. Federal civil rights laws, the contractual  
23 conditions and their enforcement by injunction and judgment that deprive Armstrong of his right to  
24 make utterances about Scientology and the "beneficiaries" are absolutely impossible to perform or obey.  
25 Armstrong has a need every day that cannot be altered or denied to communicate about Scientology to  
26 someone. To get a job, and even just to get welfare, Armstrong must disclose his knowledge of  
27 Scientology, his experiences, beliefs and anything else that would explain the threat Scientology is to  
28 him and anyone who would employ or assist him. Sep. Stat. No. 49. In a recent resume Armstrong  
wrote:



1 In its core and operation, Scientology is a global intelligence organization. There should  
2 be no doubt that any person or company that employed me would become targets for  
3 Scientology intelligence gathering and covert operations.

4 Through threat, fraud and judicial malfeasance, Scientology has obtained various court  
5 orders in California, which the organization insists are enforceable around the world, that  
6 prohibit me from mentioning my experiences in or knowledge of Scientology, even  
7 saying the word "Scientology," on penalty of U.S. \$50,000 per utterance, plus being  
8 jailed and fined. Just for writing this resume I will be penalized \$50,000, jailed and  
9 fined, and for sending it to any potential employer, or for apprising any potential  
10 employer of this situation involving Scientology I will also be penalized \$50,000, jailed  
11 and fined.

12 At the same time, I have a duty to advise any potential employer of the risk inherent in  
13 employing me. Potentially, any employer could be sued by Scientology for facilitating  
14 my activities that Scientology claims are in violation of the cult's California court orders,  
15 such as speaking about Scientology's fraud, threats, attacks and criminality. Since  
16 Scientology has declared me to be a "Suppressive Person," pursuant to the organization's  
17 policy, anyone who even grants me credence is a "Suppressive Person" and subject as  
18 well to the "Suppressive Person Doctrine" and to being Fair Gamed.

19 See, e.g., <http://www.gerryarmstrong.org/50grand/cult/sp/spd-28-1982-08-13-txt.html>

20 Armstrong Decl, Ex. *K. L.* *Ha*

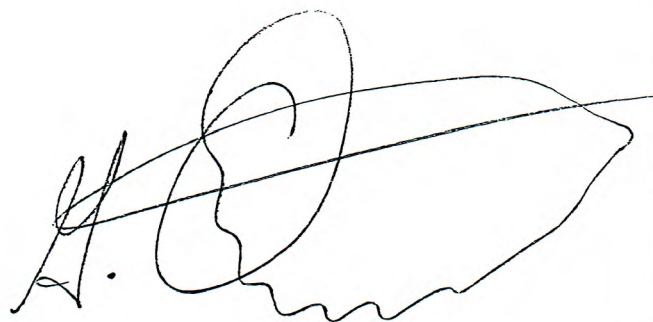
21 Scientology will view as Suppressive Persons or Suppressive Groups any person or company that might  
22 hire Armstrong, will run intelligence operations against those persons or companies, will seek through  
23 operations and attacks against those person or companies to cut off Armstrong's communications, funds  
24 and connections, to deprive him of advantages and power, to raid and harass him, and to obliterate him,  
25 and cut off any employer's communications, funds and connections, to deprive Armstrong's employer  
26 of advantages and power, to raid and harass that employer, and to obliterate that employer. Armstrong  
27 has a legal duty therefore to disclose his knowledge of Scientology, his experiences, his beliefs and  
28 anything else that would explain the threat Scientology is and would be to any potential employer. Sep.  
Stat. No. 50.

### Conclusion

Based on the foregoing, Defendant Gerry Armstrong respectfully requests that  
Scientology's motion for summary adjudication should be denied, and further that this Court initiate an  
investigation into actions taken by this Court against Armstrong, specifically Judge Gary Thomas, that  
constitute violations of 18 U.S.C. §242.



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2 Dated: March 2, 2004.  
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A handwritten signature in black ink, appearing to read 'Gerry Armstrong'. The signature is stylized with a large, loopy 'G' and a long, sweeping horizontal stroke that extends to the right.

Gerry Armstrong



1  
2 PROOF OF SERVICE

3 I am over the age of eighteen years and am not a party to the within action. My business  
4 address is 1UP-45950 Alexander Avenue, Chilliwack, B.C. V2P 1L5 Canada  
5

6 I served the following documents:

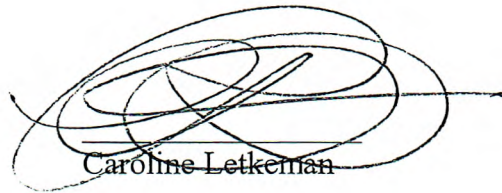
7 **ARMSTRONG'S OPPOSITION TO MOTION FOR SUMMARY JUDGMENT, SEPARATE**  
8 **STATEMENT OF DISPUTED FACTS, DECLARATION OF GERRY ARMSTRONG IN**  
9 **SUPPORT**

10 on the following person on the date set forth below, by Express Mail to the addressee below:

11 Andrew H. Wilson, Esquire  
12 WILSON CAMPILONGO LLP  
13 475 Gate 5 Road  
14 Sausalito, CA 94965  
15 U.S.A.

16 I declare under penalty of perjury under the laws of California, the United States and Canada that the  
17 above is true and correct.

18 Executed on March <sup>3</sup>/<sub>2</sub>, 2004 at Chilliwack, B.C., Canada.

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## MARIN SUPERIOR COURT

DATE: 03/23/04 TIME: 9:00 A.M. DEPT NO:L CASE NO: CV021632

PRESENT: HON. LYNN DURYEE

REPORTER: DEBORAH BARTUNEK

CLERK: JANET MINKIEWICZ

PLAINTIFF: CHURCH OF SCIENTOLOGY  
INTERNATIONAL

vs.

DEFENDANT: GERALD ARMSTRONG, ET  
ALS. RAJKOWSKI 2897110  
W. DRESCHER 81870999.  
G. ARMSTRONG 604795523NATURE OF PROCEEDINGS: MOTION FOR SUMMARY JUDGMENT (PLTF) CHURCH  
OF SCIENTOLOGY INTERNATIONAL

## RULING

PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT IS DENIED. PLAINTIFF HAS NOT MET ITS BURDEN OF SHOWING IT IS ENTITLED TO PREVAIL IN THIS ACTION. PLAINTIFF HAS NOT ESTABLISHED THAT EACH OF THE INCIDENTS UPON WHICH THIS ACTION IS BASED ARE VIOLATIONS OF PARAGRAPH 7(D) OF THE SETTLEMENT AGREEMENT. EVEN IF THE COURT WERE TO ACCEPT THAT THE 131 POSTINGS UPON WHICH THE CONTEMPT FINDING WAS BASED CONSTITUTE VIOLATIONS OF THAT PROVISION BASED UPON DEFENDANT'S FAILURE TO DISPUTE FACT 8, PLAINTIFF HAS NOT MET ITS BURDEN AS TO THE REMAINING 70 INCIDENTS. FACT 11, THE ONLY FACT WHICH ADDRESSES ALL 201 VIOLATIONS, IS SUPPORTED BY PARAGRAPH 14 OF DEFENDANT'S ANSWER. DEFENDANT DOES NOT ADMIT IN THAT PARAGRAPH THAT HE COMMITTED THE 201 ACTS OR THAT SUCH ACTS CONSTITUTE A BREACH OF PARAGRAPH 7(D). ALTHOUGH DEFENDANT STATES THAT FACT 11 IS UNDISPUTED, THIS AT MOST SHOWS THAT HE ADMITS THAT EACH OF THE 201 INCIDENTS OCCURRED. EXAMINATION OF EXHIBIT E TO THE COMPLAINT, WHICH BRIEFLY DESCRIBES EACH OF THE 201 INCIDENTS, REVEALS MANY INCIDENTS WHICH DO NOT APPEAR ON THEIR FACE TO VIOLATE PARAGRAPH 7(D) (E.G., PICKETING, OFFERING TO PROVIDE TESTIMONY OR DECLARATION, STATING HE WILL TELL RUSSIANS ABOUT SCIENTOLOGY, PARTICIPATING IN A CEREMONY, "CALL[ING] IN TO A RADIO SHOW," ETC.).

300



04/14/04  
JMC

**FILED**  
J. Montgomery  
APR - 2 2004  
JOHN P. MONTGOMERY,  
Court Executive Officer  
MARIN COUNTY SUPERIOR COURT  
By: J. Minkiewicz, Deputy

CHURCH OF SCIENTOLOGY, ) Case No.: 021632  
Plaintiff, )  
vs. ) ORDER AFTER HEARING  
GERALD ARMSTRONG, )  
Defendant )

Plaintiff's March 17, 2004 "Objections To and Motion to Strike Evidence Proffered by Gerry Armstrong In Support of Opposition to Motion for Summary Judgment" came on for hearing on March 23, 04. Mr. Armstrong requested time to file a response. The court granted Mr. Armstrong's request. Mr. Armstrong did not file a response within the time provided. Accordingly, the court rules on plaintiff's objections as follows:

Mr. Armstrong's declaration, while full of impermissible argument, does contain facts responsive to plaintiff's motion for summary judgment. The court views the argumentative portions of the declaration as argument and not as fact. The court did



1 not rely on Mr. Armstrong's declaration in reaching its decision  
2 on the motion for summary judgment. The motion to strike is  
3 denied.

4 Dated:

4/2/04



LYNN DURYEE

JUDGE OF THE SUPERIOR COURT

302



(STATE OF CALIFORNIA)  
(COUNTY OF MARIN)

**CHURCH OF SCIENTOLOGY INTERNATIONAL V. GERALD ARMSTRONG**  
**ACTION # CV 021632**

**(PROOF OF SERVICE BY MAIL)**

I AM A CITIZEN OF THE UNITED STATES AND AN EMPLOYEE OF THE MARIN COUNTY SUPERIOR COURT; I AM OVER THE AGE OF EIGHTEEN YEARS AND NOT A PARTY TO THE WITHIN ABOVE-ENTITLED ACTION; MY BUSINESS ADDRESS IS CIVIC CENTER, HALL OF JUSTICE, SAN RAFAEL, CA 94903. ON *April 2, 2004* I SERVED THE WITHIN **ORDER AFTER HEARING** IN SAID ACTION TO ALL INTERESTED PARTIES, BY PLACING A TRUE COPY THEREOF ENCLOSED IN A SEALED ENVELOPE WITH POSTAGE THEREON FULLY PREPAID, IN THE UNITED STATES POST OFFICE MAIL BOX AT SAN RAFAEL, CA, ADDRESSED AS FOLLOWS:

<i>ANDREW WILSON</i> <i>475 GATE FIVE ROAD, SUITE 212</i> <i>SAUSALITO, CA 94965-1475</i>	<i>GERALD ARMSTRONG</i> <i>#1-45950 ALEXANDER AVENUE</i> <i>CHILLIWACK, B.C. V2P 1L5</i> <i>CANADA</i>
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***I CERTIFY (OR DECLARE), UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.***

**DATE:** *4-2-04*

*J. M. McKenna*